



CUSTOM SERVICES / MINNESOTA

Custom Project Agreement

and Statement of Work

PROVIDER	OpsForge LLC
CLIENT	[CLIENT LEGAL NAME]
PROJECT	[PROJECT NAME]
PROJECT ID	[OF-CUSTOM-0000]
EFFECTIVE DATE	[MONTH DAY, YEAR]

DRAFT FOR ATTORNEY REVIEW. Yellow highlighting marks completion fields. Confirm the scope, exclusions, tax treatment, payment terms, data rules, liability language, and signatures before using this agreement.

Completion and review notes

These notes are not part of the operative agreement. Remove this page from the signed copy if counsel recommends doing so.

- Complete every yellow field and delete any unused payment or delivery option.
- Attach a concrete scope. Each deliverable should have an observable acceptance criterion, not a subjective promise such as 'perfect' or 'easy.'
- List exclusions that matter to this project, especially data cleanup, integrations, macros, scripts, live hosting, collaboration, and regulated information.
- Confirm the client signer has authority to bind the client and identify one authorized contact for consolidated feedback.
- Keep the signed agreement, statement of work, change orders, invoices, acceptance record, and delivery receipt together under the Project ID.
- Have a Minnesota attorney review this reusable form before the first signed customer engagement and after any material change in services or risk.

Default OpsForge business positions

- Below \$500: full fixed price after signing and before work begins.
- \$500 or more: 50% commencement payment after signing; 50% after acceptance and before final editable delivery.
- One, two, or three consolidated revision rounds, as selected in the statement of work.
- Five-business-day client review window for each working draft or final candidate.
- Thirty-calendar-day correction window after final delivery for reproducible failures to meet the signed scope.
- Fictional, de-identified, or minimized project data by default; restricted data is not accepted by ordinary email.

Drafting basis

Electronic signatures. Minnesota Statutes section 325L.07 recognizes electronic records, contracts, and signatures. Official source: <https://www.revisor.mn.gov/statutes/cite/325L.07>

Data minimization. The Federal Trade Commission recommends collecting only information a business needs, protecting what it keeps, and disposing of information when the business need ends. Official source: <https://www.ftc.gov/business-guidance/resources/start-security-guide-business>

Important. This is a practical business template, not legal, tax, accounting, privacy, or cybersecurity advice. Laws and project risks vary; professional review is required before reliance.

CUSTOM PROJECT AGREEMENT AND STATEMENT OF WORK

This Custom Project Agreement and Statement of Work (the “Agreement”) is entered as of **[EFFECTIVE DATE]** by and between OpsForge LLC, a Minnesota limited liability company (“OpsForge”), and **[CLIENT LEGAL NAME]**, a **[ENTITY TYPE AND STATE]** (“Client”). OpsForge and Client may each be a “Party” and together the “Parties.”

Project rule: The Statement of Work in Exhibit A is part of this Agreement. If Exhibit A expressly changes a default term for this project, that project-specific term controls.

1. Definitions and project documents

1.1 Agreement. This document, Exhibit A (Statement of Work), every signed Change Order, and any expressly incorporated exhibit form the entire project agreement.

1.2 Deliverable. A workbook, spreadsheet edition, guide, report, data setup, or other item expressly identified as a deliverable in Exhibit A.

1.3 Acceptance Criteria. The observable requirements in Exhibit A used to determine whether a Deliverable materially conforms to the agreed scope.

1.4 Ready Date. The first business day after OpsForge has the signed Agreement, required commencement payment, required source materials, and all decisions identified as necessary to begin.

1.5 Business Day. Monday through Friday, excluding United States federal holidays and holidays observed by OpsForge in Minnesota.

2. Services, scope, and exclusions

2.1 Services. OpsForge will perform the custom spreadsheet design, configuration, documentation, data setup, testing, and delivery services expressly listed in Exhibit A using commercially reasonable professional care.

2.2 Written scope controls. Only items expressly listed in Exhibit A are included. Marketing examples, planning estimates, demonstrations, discussions, and preliminary emails do not add a Deliverable or obligation unless incorporated into Exhibit A or a signed Change Order.

2.3 Default exclusions. Unless Exhibit A expressly includes them, the project excludes data repair or large-scale migration; external integrations or APIs; credentials; macros, scripts, or custom software; live hosting; multi-user databases; mobile applications; real-time collaboration; regulatory certification; and replication of full software-as-a-service functionality.

2.4 Professional judgment. The Deliverables are business decision-support tools. OpsForge does not provide legal, tax, accounting, engineering, architectural, medical, safety, cybersecurity, or other licensed professional advice. Client remains responsible for its data, rates, assumptions, legal duties, approvals, and operating decisions.

3. Change control

3.1 Change request. Either Party may propose a change. OpsForge is not required to begin changed or additional work until the Parties sign a Change Order describing the revised scope, exclusions, price, payment timing, and schedule impact.

3.2 Scope change examples. New worksheets, new platforms, changed calculations, integrations, substantially different source data, redesigned workflows, and requests made after acceptance are scope changes rather than defect corrections.

3.3 No oral changes. A meeting, chat, demonstration, or email discussion does not amend the project unless it is captured in a signed Change Order or an email that clearly states both Parties agree to amend the identified term.

4. Schedule and Client responsibilities

4.1 Schedule. Target dates are measured from the Ready Date and are good-faith targets unless Exhibit A labels a date as a firm deadline. OpsForge will notify Client of a material expected delay.

4.2 Client inputs. Client will provide timely, accurate, lawful, readable, and complete source materials and decisions; identify one authorized decision-maker; review drafts; consolidate feedback; and test the Deliverables in Client's intended environment.

4.3 Client delay. A delay in materials, decisions, access, feedback, or payment extends the schedule at least day for day. If the project remains inactive for 20 Business Days because Client inputs are missing, OpsForge may reschedule the project and require a written restart plan.

4.4 Third-party platforms. Microsoft Excel, Google Sheets, Apple Numbers, email, cloud storage, and other third-party services are outside OpsForge's control. Platform changes, conversion behavior, and service interruptions may require a Change Order unless they reveal a pre-existing failure to meet the signed scope.

5. Fees, taxes, and payment

5.1 Fixed price. The fixed project price and selected payment structure appear in Exhibit A. Applicable sales, use, excise, or similar transaction tax is additional unless the invoice states that it is included.

5.2 Default payment structures. Unless Exhibit A states otherwise: (a) a project below \$500 is paid in full after signing and before work begins; and (b) a project of \$500 or more uses a 50% commencement payment after signing and a 50% balance due after acceptance and before final editable files are released.

5.3 Commencement payment. The commencement payment reserves production time and is applied to discovery, preparation, and build work. After work begins, amounts earned for work performed and capacity reasonably reserved are not refundable except as required by law or expressly stated in Exhibit A.

5.4 Invoices and delay. Client will pay each invoice by its stated due date. OpsForge may pause work, withhold final editable delivery, and extend the schedule while an undisputed amount remains overdue.

5.5 Disputed amount. Client must notify OpsForge promptly and in writing of a good-faith invoice dispute, identify the disputed amount and reason, and pay undisputed amounts when due. The Parties will work in good faith to resolve the dispute.

6. Project data, privacy, and security

6.1 Minimum necessary data. Client will use fictional, de-identified, or minimized data whenever reasonably possible and will not provide information unrelated to the project.

6.2 Restricted data. Client must not send passwords, authentication codes, API secrets, complete payment-card information, Social Security numbers, protected health information, information about children, or sensitive client or employee records. If other sensitive information is genuinely necessary, Client will not send it until OpsForge approves the necessity and transfer method in writing.

6.3 Authority. Client represents that it owns or has lawful authority to provide all project data and instructions and that OpsForge may use them to scope, quote, build, test, deliver, support, and document the work.

6.4 Safeguards. OpsForge will limit access to people and service providers who need project information for the authorized purposes and will use safeguards reasonably appropriate to the nature of the information. No system can guarantee absolute security.

6.5 Retention. Unless Exhibit A states otherwise, OpsForge will schedule customer-supplied working files for deletion from active project storage within 30 days after final delivery or cancellation. Routine backup copies may remain until normal rotation. OpsForge may retain this Agreement, invoices, project decisions, acceptance records, and limited support history for legitimate business, tax, legal, security, and dispute-resolution purposes.

6.6 Security incident. Each Party will notify the other without unreasonable delay after confirming unauthorized access to project information in its control when the incident is reasonably likely to materially affect the other Party, and will cooperate on reasonable containment and remediation steps.

7. Confidentiality

7.1 Confidential Information. Confidential Information means nonpublic business, technical, pricing, workflow, customer, employee, and project information that is marked confidential or should reasonably be understood as confidential. It excludes information independently developed without use of Confidential Information, lawfully received without restriction, or publicly available without breach.

7.2 Use and protection. The receiving Party will use Confidential Information only for this project, protect it using reasonable care, and disclose it only to personnel, advisers, or service providers who need it and are bound to protect it.

7.3 Required disclosure. A receiving Party may disclose information when legally required after giving prompt notice when permitted and reasonably cooperating with protective efforts at the disclosing Party's expense.

8. Drafts, revisions, and acceptance

8.1 Working draft. OpsForge will provide a working draft using fictional, de-identified, or specifically approved data. Drafts may be incomplete and are not authorized for live business use unless OpsForge says otherwise in writing.

8.2 Revision rounds. Client receives the number of consolidated revision rounds stated in Exhibit A. One round means one organized written feedback package from the authorized Client contact. Unused rounds expire upon acceptance and do not convert to support credit or other work.

8.3 Review window. Client has five Business Days after each working draft or final candidate is delivered to approve it or send a written deficiency notice. The notice must identify the specific Acceptance Criterion that is not met and provide reasonable reproduction details.

8.4 Acceptance. A Deliverable is accepted when Client approves it in writing, uses it for live business operations, or does not send a material deficiency notice within the applicable review window.

8.5 Correction and re-check. OpsForge will correct a verified material nonconformity and return the affected Deliverable for re-checking against the same Acceptance Criteria. A preference change, new feature, changed requirement, or issue caused by Client data or edits is not an acceptance defect.

9. Final delivery and defect correction

9.1 Final package. After acceptance and final payment, OpsForge will provide the agreed editable files, platform editions, and handoff guide listed in Exhibit A. Client is responsible for promptly downloading, testing, and backing up the final package.

9.2 Correction window. For 30 calendar days after final delivery, OpsForge will correct at no additional charge a reproducible failure of the delivered files to materially meet the signed scope.

9.3 Correction exclusions. The correction window does not cover new features, changed requirements, unsupported software, third-party platform changes, customer edits, corrupted copies, or results caused by inaccurate, incomplete, or changed Client data or assumptions.

9.4 Support targets. OpsForge targets an initial human response within two Business Days and, for a reproducible blocking defect, a workaround or correction within five Business Days. These are operating targets rather than guaranteed service levels unless Exhibit A expressly says otherwise.

10. Ownership and license

10.1 Client materials. Client retains ownership of its data, trademarks, business records, and Client-created content. Client grants OpsForge a limited license to use those materials only to perform and document the project.

10.2 OpsForge materials. OpsForge retains ownership of its pre-existing and independently developed templates, frameworks, formulas, methods, documentation systems, reusable components, improvements, and general knowledge (“OpsForge Materials”).

10.3 Deliverable license. After full payment, OpsForge grants Client a perpetual, non-exclusive, non-transferable license to customize and use the final Deliverables and embedded OpsForge Materials internally for Client's business operations. Employees and contractors acting for Client may use them for those internal purposes.

10.4 Sharing and restrictions. Client-facing reports and proposals generated from a Deliverable may be shared with their intended recipients. Client may not resell, sublicense, publish, distribute, transfer to an unrelated business, offer as a template or service, or repackage the editable source files or OpsForge Materials as a competing product unless Exhibit A expressly grants that right.

11. Limited warranty and disclaimers

11.1 Limited project warranty. OpsForge warrants only that, at final delivery, the Deliverables will materially conform to the signed scope and Acceptance Criteria. Client's exclusive remedy for breach of this warranty is correction or replacement under Section 9, or, if OpsForge cannot cure a material nonconformity after reasonable efforts, a refund of fees reasonably allocable to the unusable Deliverable.

11.2 Client validation. Client must replace sample values, verify formulas and outputs using its own records, test platform conversions, and independently approve every commercial, financial, compliance, and operating decision before reliance.

11.3 Disclaimer. Except for the express limited warranty, and to the maximum extent permitted by law, the services and Deliverables are provided “as is.” OpsForge disclaims implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement and does not promise a particular price, margin, contract award, profit, or business result.

12. Limitation of liability

12.1 Excluded damages. To the maximum extent permitted by law, neither Party will be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profit, revenue, opportunity, goodwill, or data, arising from this Agreement, even if advised of the possibility.

12.2 Liability cap. To the maximum extent permitted by law, each Party's aggregate liability arising from the project will not exceed the fees paid or payable under Exhibit A. This cap does not apply to Client's payment obligations, either Party's fraud or willful misconduct, or liability that cannot lawfully be limited.

13. Termination

13.1 For breach. Either Party may terminate this Agreement if the other materially breaches it and does not cure the breach within 10 Business Days after written notice, or within a longer reasonable cure period stated in the notice when cure cannot reasonably be completed in 10 Business Days.

13.2 For convenience. Client may cancel for convenience by written notice and must pay for work performed and committed third-party costs through the cancellation date. OpsForge will return any clearly unearned prepaid amount if OpsForge cancels without Client breach.

13.3 Effect. Upon termination, each Party will stop using the other's Confidential Information except as needed for legal, financial, security, or dispute records. Sections concerning payment, confidentiality, ownership, warranties, liability, disputes, and general terms survive.

14. General terms

14.1 Independent contractor. OpsForge is an independent contractor and has no authority to bind Client. This Agreement does not create employment, partnership, joint venture, fiduciary, or agency duties.

14.2 Assignment. Neither Party may assign this Agreement without the other's written consent, except to a successor in a merger, reorganization, or sale of substantially all relevant assets that assumes the Agreement in writing.

14.3 Notices. Project notices will be sent by email to the contacts in Exhibit A and are effective when received. Formal breach or termination notices must clearly identify this Agreement and the requested action. Notices to OpsForge may be sent to sales@opsforge.llc, with legal-term questions copied to terms@opsforge.llc.

14.4 Force majeure. Neither Party is liable for delay caused by events beyond its reasonable control, excluding payment obligations. The affected Party will notify the other and use reasonable efforts to reduce the delay.

14.5 Governing law and disputes. Minnesota law governs without regard to conflict-of-law rules. Before filing a claim, the Parties will allow 30 days for a good-faith attempt to resolve it. Any action will be brought in a court with jurisdiction in Minnesota unless the Parties agree in writing to another forum.

14.6 Entire agreement; order of precedence. This Agreement is the entire agreement concerning the project and supersedes prior discussions. A signed Change Order controls over Exhibit A for the changed item; Exhibit A controls over these general terms only when it expressly identifies the term being changed; these general terms otherwise control.

14.7 Severability and waiver. An unenforceable provision will be modified only as needed to make it enforceable, and the remaining provisions continue. A waiver must be written and does not waive a later breach.

14.8 Counterparts and electronic signatures. The Parties may sign in counterparts and by electronic signature. Each counterpart is an original, and together they form one agreement. The Parties consent to using electronic records for this transaction.

Signatures

The authorized representatives sign this Agreement, including its exhibits, as of the Effective Date.

OPSFORGE LLC

Signature	_____
Printed name	Kevin Hooker
Capacity	Sole Member
Email	sales@opsforge.llc
Date	[SIGNING DATE]

CLIENT

Signature	_____
Printed name	[AUTHORIZED SIGNER NAME]
Capacity	[TITLE / CAPACITY]
Email	[EMAIL]
Date	[SIGNING DATE]

Exhibit A - Statement of Work

Complete this exhibit for every project. Delete unused options and add rows where needed.

A.1 Project record

Project ID	[OF-CUSTOM-0000]
Project name	[PROJECT NAME]
Client legal name	[CLIENT LEGAL NAME]
Client contact	[NAME, TITLE, EMAIL, PHONE]
OpsForge contact	Kevin Hooker sales@opsforge.llc
Business purpose	[SHORT BUSINESS OUTCOME]
Ready Date	[DATE OR DEFINITION]

A.2 Requirements summary

[Describe the current workflow, intended users, decisions the system must support, important business rules, source data, and required outputs.]

A.3 Deliverables and acceptance criteria

Item	Deliverable	Platform / format	Observable acceptance criterion
1	[Workbook / system]	[Excel / Sheets-ready / Numbers-ready]	[Testable result, required sheets, inputs, calculations, and output]
2	[Dashboard / report]	[Format]	[Required KPIs, filters, chart or print behavior]
3	[Data setup]	[Source and destination]	[Record count, field mapping, validation result]
4	[Guide / handoff]	[PDF / in-workbook]	[Topics and delivery format]

A.4 Included features and rules

Core workflow	[ESTIMATOR / OPERATIONS / FINANCE / CONTROL CENTER / OTHER]
Project size	[FOCUSED / PROFESSIONAL / ADVANCED / CUSTOM]
Platform editions	[EXCEL / EXCEL + ONE ALTERNATE / ALL THREE / OTHER]
Included revision rounds	[1 / 2 / 3 / OTHER] consolidated written rounds
First-draft target	[10-15 / 7-10 / 4-6] Business Days after Ready Date
Handoff package	[EDITABLE FILES, GUIDE, QA RECORD, OTHER]

A.5 Exclusions

[List project-specific exclusions. State whether data cleanup, migration, automation, macros/scripts, integrations, hosting, collaboration, or regulated information is excluded.]

A.6 Client materials and responsibilities

Required item / decision	Due date	Approved transfer method
[COMPLETE]	[COMPLETE]	[COMPLETE]
[COMPLETE]	[COMPLETE]	[COMPLETE]
[COMPLETE]	[COMPLETE]	[COMPLETE]

A.7 Price, tax, and payment

Fixed project price	\$(AMOUNT) before applicable tax
Payment option	[FULL PREPAYMENT / 50% COMMENCEMENT + 50% AFTER ACCEPTANCE / CUSTOM MILESTONES]
Commencement payment	\$(AMOUNT) due [DATE / UPON SIGNING]
Final / milestone payment	\$(AMOUNT) due [TRIGGER AND DATE]
Tax treatment	[APPLICABLE TAX ADDED TO INVOICE / OTHER]
Approved Change Orders	Not included unless signed

A.8 Schedule

Milestone	Target / due date	Completion evidence
Ready Date	[DATE]	Signed agreement, payment, inputs, and decisions received
First working draft	[DATE / RANGE]	Draft delivery email
Client feedback	[DATE]	One consolidated written feedback package
Final candidate	[DATE / RANGE]	Candidate delivery email
Final delivery	[DATE / TRIGGER]	Acceptance, final payment, and delivery receipt

A.9 Project-specific changes to the standard terms

[NONE, or identify the exact Agreement section and the replacement project-specific term.]

A.10 Scope approval

By signing the Agreement, each Party also approves this completed Statement of Work.

Exhibit B - Change Order

Use this form whenever approved requirements, deliverables, data, price, or schedule change.

Project ID	[OF-CUSTOM-0000]
Change Order	[CO-01]
Requested by	[NAME / PARTY]
Request date	[DATE]
Change summary	[DESCRIBE THE REQUEST]
Reason	[BUSINESS REASON]
Added / removed deliverables	[LIST]
Acceptance criteria change	[LIST OR NONE]
Price change	[\$[INCREASE / DECREASE / NO CHANGE]
Payment timing	[MILESTONE / DUE DATE]
Schedule impact	[NEW TARGETS / NO CHANGE]
Data impact	[NEW DATA / TRANSFER / RETENTION RULE OR NONE]

Approval effect. When signed by both Parties, this Change Order amends only the items stated above. All other Agreement terms remain unchanged.

OPSFORGE LLC

Signature	_____
Printed name / capacity	[COMPLETE]
Date	[COMPLETE]

CLIENT

Signature	_____
Printed name / capacity	[COMPLETE]
Date	[COMPLETE]

Exhibit C - Project Data Handling Plan

Complete this exhibit before any source file is transferred. Use sample or de-identified data unless a listed real-data element is necessary.

Project ID	[OF-CUSTOM-0000]
Data owner	[CLIENT LEGAL NAME]
Default data type	[FICTIONAL / DE-IDENTIFIED / MINIMIZED REAL DATA]
Approved transfer method	[METHOD]
Active-storage deletion target	30 days after final delivery or cancellation, unless changed here: [CHANGE OR NONE]

C.1 Data inventory

Data element / file	Purpose	Sensitivity / minimization	Retention / deletion
[COMPLETE]	[COMPLETE]	[COMPLETE]	[COMPLETE]
[COMPLETE]	[COMPLETE]	[COMPLETE]	[COMPLETE]
[COMPLETE]	[COMPLETE]	[COMPLETE]	[COMPLETE]

C.2 Restricted-data check

- No passwords, authentication codes, API secrets, or encryption keys are included.
- No complete payment-card or bank-account credentials are included.
- No Social Security numbers, health information, children's data, or sensitive client or employee records are included.
- Client authority to provide every listed data element is confirmed.
- Any approved exception is documented and uses a separately approved transfer method.

Approved exception, if any: [NONE OR COMPLETE DESCRIPTION, PURPOSE, SAFEGUARD, AND APPROVER]

C.3 Completion record

Working files deleted from active project storage	[DATE / NOT YET DUE]
Deletion completed by	[NAME]
Records retained	[AGREEMENT / INVOICES / DECISION LOG / ACCEPTANCE / SUPPORT]
Client notified, if required	[DATE / NOT REQUIRED]